



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

RECORDATION NO. 11417 Filed 1425

February 22, 1980 MAR 4 1980 -12 10 0-064A043

INTERSTATE COMMERCE COMMISSION

MAR 4 1980

Date
Fee \$ 30.00

ICC Washington

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RE: Section 11303 Filing: Supplementary Rider No. 2
dated as of May 1, 1979, ("Lease") to Car Leasing
Agreement 5997 between North American Car Corporation
("Lessor") and Nebraska-Kansas-Corolade Grain Co. Div. ("Lessee")
and of Seaboard Allied Milling Corporation
in supplement of the Bailment Agreement and Assignment
of Leases ("Assignment of Leases") dated as of November
2, 1979, between Lessor and General Electric Credit
and Leasing Corporation ("Assignee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate
Commerce Act is one executed counterpart and four certified
true copies of the above described supplementary Lease,
between Lessor, 222 South Riverside Plaza, Chicago, Illinois
and Lessee, 200 Boyslton Street, Newton, MA 02167
and assigned to Assignee, P.O. Box 8300, 260
Long Ridge Road, Stamford, Connecticut 06904. The Assignment
of Leases was recorded with the Interstate Commerce Commission
at 1:15 p.m. on January 23, 1980, under Recordation No. 11417.

Under the Lease and the Assignment of Leases the Lessor
leases the cars described therein to the Lessee and assigns
such lease to the Assignee under and in accordance with the
Assignment of Leases.

Under the Assignment of Leases, Lessor agrees to hold,
lease, maintain and perform certain administrative and other
services with respect to the equipment covered by such Lease
(which equipment has been or is to be sold to Assignee) and
assigns, transfers and sets over unto Assignee all of
Lessor's right, title and interest, powers, privileges and
other benefits in, but not its obligations under, the Lease
together with all amounts which may be received or credited
to the account of Lessor in respect of mileage compensation
from railroads using the equipment leased under such Lease
or any other sums received by or payable to Lessor from
parties other than the Lessee with respect thereto, all in
accordance with the Lease and the Assignment of Leases.

*Miss Lee-
this one is
11417-MM*

Carroll

INTERSTATE LEASING GROUP

Secretary
Interstate Commerce Commission

Page Two

Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease *Supplementary Recd, and \$20.00 for 2 cross indexings requested below.*

Pursuant to the Commission's rules and regulations for the recording of documents under Section 11303 of the Interstate Commerce Act you are hereby requested to duly file two of each of the enclosed certified, true copies for record in your office and to return the executed counterpart and the extra certified, true copies together with the Secretary's Certificate of Recording, to the messenger making this delivery.

Please cross index this filing against the names of the Lessee *Nebraska-Kansas-Colorado Grain Co. Division of Seaboard Allied Milling Corporation, and (2) Seaboard Allied Milling Corporation*
If you have any questions, please contact me.

Very truly yours,

James M. Gillespie
James M. Gillespie
Attorney

enclosure

RECORDATION NO. 11417mm Filed 1425

MAR 4 1980 - 12 10 PM

INTERSTATE COMMERCE COMMISSION

C E R T I F I C A T E

I hereby certify that I have compared this certified, true copy of Rider No. 2 to Car Leasing Agreement 5997 between North American Car Corporation and Nebraska-Kansas-Colorado Grain Co., Division of Seaboard Allied Milling Corporation dated May 1, 1979, to the original of such Rider and that this copy is a true and correct copy in all respects.

Debra A Kelly

(SEAL)

My Commission Expires February 23, 1983.

KEEP for
ICC file
Copy
11417-MM

RIDER NO. 2
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 5997

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Fifteen (15)	4750 cubic foot capacity covered hopper cars, for shipment of Grain (NANX 482360 thru 482374)	\$476.00

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee.

For each mile in excess of 30,000 x days in service that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.025.

Notwithstanding the provisions of paragraph 19 of the aforesaid Car Leasing Agreement, it is understood and agreed that Lessee shall release the cars subject to this Rider and such Rider, similar or heterogeneous under lease under such agreement, at a point or points designated by North American.

North American and Lessee agree that the rental rate as shown above shall be increased \$1.40 per car per month for each point increase in the Wholesale Price Index of Heavy Duty Motors (railroad equipment - code 144), according to the index table set forth in the "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 266.3 as was reported for February, 1949. Rentals thus calculated shall be rounded to the nearest \$0.50.

With respect to the provisions of paragraph 7, it is understood that no rental credits will be issued for cars in a shop for repairs which are Lessee's responsibility.

In the event that during the term hereof, the U. S. Department of Transportation, or any other governmental or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that North American and, directly or indirectly, adjust the cars subject to this lease in order to qualify them for operation in railroad interchanges, Lessee agrees to pay an additional monthly charge of \$1.75 per car for each \$100 expended by North American in such work, beginning as of the date the car is released for use and until the car is released for use without modification or alterations (including the removal of parts). No rental credits will be issued for cars in a shop for repairs which are Lessee's responsibility. In the event that the U. S. Department of Transportation, or any other governmental or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that North American and, directly or indirectly, adjust the cars subject to this lease in order to qualify them for operation in railroad interchanges, Lessee agrees to pay an additional monthly charge of \$1.75 per car for each \$100 expended by North American in such work, beginning as of the date the car is released for use and until the car is released for use without modification or alterations (including the removal of parts). No rental credits will be issued for cars in a shop for repairs which are Lessee's responsibility.

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this first day of May, 1979.

ATTEST:

James M. Silsby
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By

[Signature]
Sr. Vice President

NEBRASKA-KANSAS-COLORADO GRAIN CO.
DIVISION OF SHARPCARD ALLIED MILLING
CORPORATION

ATTEST:

[Signature]
Asst Secretary

By

[Signature]
Executive Vice President

CAR LEASING AGREEMENT 5997
RIDER NO. 2

State of Illinois)
) SS:
County of Cook)

On this 8th day of May, 1979, before me personally appeared D.R. Platt, to me personally known, who, being by me duly sworn, says that he is a Sr Vice President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Henry Catalano
Notary Public
My Commission expires 6-30-79

State of Missouri)
) SS:
County of Jackson)

On this 17th day of May, 1979, before me personally appeared R. G. Myers, to me personally known, who, being by me duly sworn, says that he is an Exec. Vice Pres of Seaboard Allied Milling Corp, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

David L. Peterson
Notary Public
My Commission expires 3/23/82

DAVID L. PETERSON
Notary Public, State of Missouri
Commission Expires March 23, 1982
My Comm. Renewal Fee March 13, 1982